SAN LEANDRO UNIFIED SCHOOL DISTRICT

CONTRACTED SERVICES AGREEMENT

INSTRUCTIONS:

1. Submit Contracted Services Agreement for Board Approval at least 1 month prior to services.
2. Forms must be completed with all required signatures and have Board approval before the consultant/independent contractor can perform services for the District. (Requests submitted after services are performed will jeopardize payment.)
3. Clearances must be obtained with Human Resources Dept. (if applicable) prior to the start of services. Originating Dept. will follow up with HR once the contract is received.

Requested by: Rosalba Gomez / Rosalba Gomez 8/25/17
(SLUSD) Print Name / Signature / Date

Name of Consultant/Organization: NatureBridge

28 Geary St Ste 650 / San Francisco / CA / 94108
Address / City / State / Zip

415-992-4700 / 415-992-4711 / jweston@naturebridge.org
Telephone Number / Fax Number / Cell# or E-Mail Address

SCOPE OF WORK: Outdoor Environmental Science Camp
3 day residential outdoor science programs led by experienced educators.

LOCATION OF SERVICES: 1033 Fort Cronkhite, Sausalito, CA 94965

DATE(S) OF SERVICE: April 18-20, 2018

ESTIMATED COST: $29,385 (and/or hourly Rate: $_____)

NAME OF PROGRAM: Environmental Science Program BUDGET NUMBER: 010-5814-9010-1110-1000-009-0954 (or ASB funds_____) Administrator/Program Manager Approval:

Sally Lewis / [signature] /Date: 8/25/17
Print Name / Signature

Consultant/Contractor:

Jeanette Weston / [signature] /Date: 08/24/17
Print Name / Signature

Business Manager: Initial: _____ Date: _____ Human Resources: Initial: _____ Date: _____

The Contracted Services Agreement must include the following before going to Purchasing Dept. for processing. Check off and attach all documentation that applies.

___ BOARD APPROVAL DATE: _____
___ Clearances with Human Resources: _____Fingerprinting ___TB
___ Add as Vendor ___W-9 Tax Form ___EDD form (Employment Development Dept.)
___ Copy of Requisition ___Invoice Attached

Note: District staff cannot be employed as a consultant/independent contractor.

Distribution:
___Originating Department ___Human Resources ___Purchasing Department

REVISED 4-18-14 RA/RM/vkc

NatureBridge Golden Gate
(415) 332-5771
naturebridge.org

Aug 23, 2017

Activity Record

Invoice # 1802-000202

Woodrow Wilson Elementary
Sonja Ebel
1300 Williams Street
San Leandro, CA 94577

P: (510) 618-4370
E: sebel@slusd.us

Field Science I 12:30PM Wednesday, April 18, 2018 - Friday, April 20, 2018 at N/A

CHARGES

Item	Description	QTY	Price	Subtotal	Tax	Total
FY18 3-Day (Student)		95	$271.00	$25,745.00	$0.00	$25,745.00
FY18 3-Day (Teacher/Chaperone)		16	$231.00	$3,696.00	$0.00	$3,696.00
FY18 Scholarship Fee		111	$2.00	$222.00	$0.00	$222.00
FY18 National Park Service Surcharge		111	$2.00	$222.00	$0.00	$222.00
Total Charges						**$ 29,885.00**

PAYMENTS

Date	Payment Description	Amount Paid
Total Payments		**$ 0.00**
BALANCE DUE		29,885.00

Please remit **$7,471.25** to the address below by **10/1/2017**. If the deposit is not received by 10/1/2017, your participation in our program cannot be guaranteed!

PAYMENT IN FULL IS DUE 30 DAYS PRIOR TO ARRIVAL
Please remit to: NatureBridge, 28 Geary Street, Suite 650, San Francisco, CA 94108
Please write your Invoice Number on your check
Our mission is to foster environmental literacy to sustain our planet.

NatureBridge

NATUREBRIDGE CONTRACT FOR ENVIRONMENTAL SCIENCE PROGRAMS

This Contract for Environmental Science Programs (the "Contract") is entered into by and between Woodrow Wilson Elementary and NatureBridge (together, the "Parties") for the dates of **04/18/2018-04/20/2018** at the **Golden Gate Campus.** The Parties agree as follows:

Definitions: The following definitions shall apply to this Contract.

"Chaperone" means and includes all persons 21 or older, including teachers, who have been designated by the Group as being responsible for Minor Participants.

"Environmental Science Program" or **"Program"** means the educational program to be provided to the Group in accordance with the terms and conditions set forth in this Contract.

"Group" means and includes any and all students, teachers, parents, chaperones, and all other related or affiliated individuals who participate in the Program.

"Group Authorized Representative" means the individual who has been duly authorized by the Group to enter into and agree to be bound by this Contract.

"Learning Group" means each smaller group into which the Participants are divided during the Program.

"Minor Participants" means those Participants who are younger than age 18.

"NatureBridge" means NatureBridge, a California Public Benefit Corporation.

"NatureBridge Campus" shall mean those areas of the respective National or State Park and private camps in which the Program is conducted, and generally includes the dining and lodging facilities, as well as any classrooms, labs and administrative buildings.

"Participant" means and includes all students, parents, teachers and chaperones who participate in the Environmental Science Program.

"Program Day" shall mean that portion of a day when the Program is in process and during which NatureBridge staff are responsible for the supervision and safety of the Participants. A Program Day generally begins each day when NatureBridge staff meet the participants and ends when the Program has been concluded by NatureBridge staff and the Participants have been released to the supervision and control of the Chaperones.

"Scheduled Arrival Date" means the date on which Group is scheduled to arrive at the NatureBridge Campus.

"School" means the school with which the Group is affiliated, if any.

NatureBridge Responsibilities. NatureBridge shall:

1. Provide the Environmental Science Program agreed to by Group and NatureBridge. The Program includes educator staff; group experiential learning; meals; lodging; and limited intra-park transportation.
2. Be responsible for the safety and supervision of all Participants at all times during each Program Day except under certain circumstances outlined below in Group Responsibilities.
3. Reserve the right, in its sole discretion, to refuse to enroll in a Program any person whose participation NatureBridge reasonably believes may present a risk of harm to that individual or to others.

NatureBridge

Group Responsibilities. The Group shall:

1. Be familiar and comply with all NatureBridge policies and procedures applicable to the Program. Such policies and procedures are available online or will be provided upon request.
2. Deliver to NatureBridge, by no later than the first day of the Program, NatureBridge Participant Agreements signed by each adult Participant, and by the parent or guardian of each Minor Participant, as the case may be. The Group understands and agrees that no individual will be allowed to participate in any Program without a duly signed Participant Agreement.
3. Provide all transportation of Participants to and from the Program.
4. Provide at least one Chaperone for each Learning Group.
5. Provide a sufficient number of additional Chaperones if needed to ensure the safety and appropriate supervision of all Minor Participants.
6. Assume full responsibility for the safety and supervision of all Participants during all times that are before or after each Program Day.
7. Ensure that no alcohol is consumed by Chaperones at any time while they are responsible for the safety and supervision of Minor Participants.
8. Be responsible for knowing any medication requirements and/or any relevant physical or mental conditions or limitations of Minor Participants, and for administering any medication to Minor Participants in accordance with School policies.
9. Be responsible for any Participant who is required to remain on the NatureBridge Campus during the Program Day due to injury or illness.
10. Obtain advance permission from NatureBridge staff before removing Participants from any Program-related activity in order to enable such Participants to participate in a non-Program-related activity not prohibited by NatureBridge polices; upon being granted such advance permission, the Group shall assume full responsibility for the Participants and the risks associated with such non-Program-related activity. Participants shall not be removed from a Program for more than three (3) hours.
11. Be responsible for any loss of or damage to NatureBridge property, equipment and facilities caused by the acts or omissions of any Group member.
12. Discourage Group members from bringing any unnecessary items or property to the NatureBridge Campus, and hold NatureBridge harmless for the theft or loss of any personal items belonging to Group Participants.
13. Be responsible for being familiar, and complying, with the Group Coordinator Manual, which can be found online at naturebridge.org

Deposit Policy: The Group is required to provide a booking deposit representing 25% of the total cost of the Program based on the estimated number of Participants ("Booking Deposit"). The Booking Deposit must be remitted to NatureBridge by the date noted on the attached invoice. The Booking Deposit is non-refundable and is not transferable to other Programs or dates.

Minimum Group Size: Because each NatureBridge Campus has different vendor requirements, the Group agrees to pay for the following minimum number of Participants, regardless of whether the actual Group has fewer Participants: **Yosemite:** minimum 14 Participants. **Golden Gate:** minimum

NatureBridge

12 Participants. **Olympic:** minimum 12 Participants. **Southern California:** minimum 25 Participants at Circle X Ranch, minimum 30 Participants at Hess Kramer, minimum 15 Participants at Shalom Institute, and minimum 15 Participants for day Programs. Individual Participants who leave the Program early for any reason will forfeit their entire payment. No refunds will be provided.

Group Reservation Confirmation: Upon receipt of the 25% Booking Deposit and this Contract signed by a duly authorized representative of the Group, NatureBridge will confirm the Group's reservation.

Changes in Group Reservation:

- The Group may decrease the number of Participants by up to a maximum of 5% of the original number of Participants within ninety (90) days of the Group's Scheduled Arrival Date without charge.
- A decrease in the number of Participants by greater than 5% of the total number of Participants within ninety (90) days prior to the Scheduled Arrival Date will result in a forfeit charge at the full youth rate for each Participant above 5%.
- Participant numbers may not increase without prior written approval from NatureBridge.
- If the Group cancels within ninety (90) days of the Scheduled Arrival Date, the full tuition payment remains due and owing, and must be paid within five (5) days of the cancellation.

Final Payment: Payment in full is due thirty (30) days' prior to the Scheduled Arrival Date.

Scholarship Fee: A $2.00 per Participant scholarship fee is assessed for all Groups. This fee is deposited directly into the NatureBridge scholarship fund.

Insurance: The Group represents and warrants that it is self-insured and/or that it maintains appropriate insurance, with limits of not less than $1,000,000.00, for the Program.

Indemnity: The Group agrees to indemnify and hold harmless NatureBridge, and its officers, directors, employees, agents and related entities, from and against all claims, demands, actions, damages, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees and costs), caused by, arising out of, or related to any negligent, wrongful or unlawful act or omission on the part of the Group, or any of its members.

Except as otherwise expressly provided for in this Contract, NatureBridge agrees to indemnify and hold harmless, the Group, and its individual members, from and against all claims, demands, actions, damages, liabilities, costs and expenses (including reasonable attorneys' fees and costs), caused by, arising out of, or related to any negligent, wrongful, or unlawful act or omission on the part of NatureBridge, or any of its employees or agents.

Neither NatureBridge nor the Group shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

Non-Discrimination: NatureBridge and its contractors and/or subcontractors do not discriminate against any individual or group based upon race, color, religion, national origin, sex, age, ancestry, citizenship, physical or mental disability, marital status, medical condition, sexual orientation, gender identification, or on the basis of any other characteristic protected by applicable law.

Privacy policy: NatureBridge respects the confidentiality of the information provided by Participants, and will not sell or make available this information to other organizations. NatureBridge reserves the right to use this information for internal marketing and development purposes.

NatureBridge

California Law/Severability: This Contract is entered into and governed by the laws of the State of California. Any provision determined to be void or illegal under applicable law shall be deemed severable, and all other provisions of this Contract shall remain in full force and effect.

Mediation/Arbitration: In the event of any dispute between the Parties with regard to the terms of this Contract, the Parties agree to submit such dispute to mediation in a good faith effort to resolve the dispute informally. Mediation will be held at the following locations: In San Francisco, CA for California programming; and in Seattle, WA for Washington programming. The costs of such mediation shall be shared equally by the Parties. Should mediation not resolve the dispute, the Parties agree to submit the dispute to binding arbitration before the American Arbitration Association, pursuant to the Rules for Commercial Disputes. The arbitration will take place in the respective locations referenced above based on Program location. The award of the arbitrator shall be final and binding with no right of appeal. The costs and expenses of arbitration shall be shared equally by the Parties, and each side shall bear its own attorney's fees and costs, unless otherwise determined by the arbitrator in his/her award.

Entire Agreement: The Parties agree that this Contract constitutes the entire agreement between them on the subjects encompassed herein; that all prior agreements, whether oral or written, are expressly superseded and of no force or effect; and that no changes or modifications to the terms of this Contract shall be valid unless made in writing and signed by duly authorized representatives of both Parties.

Authority: Each person signing below represents and warrants that he/she is authorized to enter into this Contract and to commit his/her organization to its terms.

Dated: March 14, 2017

NatureBridge:

By: Leigh Westerlund

Leigh Westerlund

Vice President of Operations

Dated: 8/25/17

Group Authorized Representative:

By: Sonja Ebel

Print Name: Sonja Ebel

Title: Teacher

Group: Woodrow Wilson Elementary
Dates: 04/18/2018-04/20/2018
NatureBridge Campus: Golden Gate

Please return signed contract to our San Francisco Office by any of the following methods:
Email: accountsreceivable@naturebridge.org Fax: 415-992-4711
Mail: NatureBridge, Attn: Accounts Receivable, 28 Geary Street, Suite 650, San Francisco, CA 94108

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
NATUREBRIDGE

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
28 GEARY STREET, SUITE 650

Requester's name and address (optional)

6 City, state, and ZIP code
SAN FRANCISCO, CA 94108

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
9	4	–	2	1	4	5	9	3	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Kathleen McGinnis Date ▶ 01/03/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.